

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BUNGIE, INC.,

Plaintiff,

v.

AIMJUNKIES.COM; PHOENIX
DIGITAL GROUP, LLC; DAVID
SCHAEFER; JORDAN GREEN;
JEFFREY CONWAY; and JAMES
MAY,

Defendants.

No. 2:21-cv-00811

PLAINTIFF BUNGIE, INC.'S
OBJECTIONS TO THE COURT'S
PROPOSED JUDGMENT

Plaintiff Bungie, Inc. ("Bungie" or "Plaintiff") submits the following objections and proposed revisions to the Court's Proposed Judgment, Dkt. No. 301. Attached as Exhibit A is a redline that shows Bungie's proposed revisions to the proposed judgment, and Bungie's reasoning for each revision is listed below.

Bungie requests that "*Destiny 2: Beyond Light*" be added to the Court's order regarding the material in Defendants' possession or control that they must destroy because *Destiny 2: Beyond Light* was among the copyrighted works that were infringed by Defendants.

Bungie requests that the term "copyrights" in paragraphs (1) and (2) of the permanent injunction be replaced with "copyrighted works," to specify that the injunction applies to the works underlying the copyrights that Bungie has obtained.

1 Bungie requests that the language regarding to whom the permanent injunction applies be
2 aligned with the “Binding Effect” paragraph, so that there is no conflict or dispute regarding the
3 scope of who is bound by the injunction.
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7 DATED: June 10, 2024

By: s/ William C. Rava

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Attorneys for Plaintiff Bungie, Inc.

EXHIBIT A

X **Jury Verdict.** This action came before the court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

X **Decision by Court.** This action came on for consideration before the court. The issues have been considered and a decision has been rendered.

THE COURT HAS ORDERED THAT

The Court having granted summary judgment against defendant Phoenix Digital Group LLC (“Phoenix Digital”) and in favor of plaintiff Bungie, Inc. (“Bungie”) with respect to Phoenix Digital’s breach of contract counterclaim (First Amended Counterclaim of Phoenix Digital Group LLC), *see* Order at 12 (docket no. 201), having granted summary judgment against defendant James May and in favor of Bungie on May’s Computer Fraud and Abuse Act counterclaims brought under 18 U.S.C. § 1030 (First, Second, and Third Amended Counterclaims of James May), *see id.*, having dismissed with prejudice Phoenix Digital’s Digital Millenium Copyright Act (“DMCA”) counterclaim brought under 17 U.S.C. § 1201(a) against Bungie (Second Amended Counterclaim of Phoenix Digital), *see* Minute Order. (docket no. 84), Bungie having voluntarily withdrawn its trademark infringement and false designation of origin claims (Causes of Action Two & Three), *see* Pl.’s Trial Br. at 2 n.2 (docket no. 220), and the jury having rendered a verdict in favor of Bungie and against Defendants on Bungie’s copyright infringement claim (Cause of Action One), *see* Verdict (docket no. 299), and against May and in favor of Bungie on May’s DMCA counterclaim brought under 17 U.S.C. § 1201(a) (Fourth Amended Counterclaim of James May), *see id.*, now therefore, judgment is hereby ENTERED in favor of Bungie and against: (1) defendant Phoenix Digital Group LLC in the amount of \$20,000; (2) defendant David Schaefer in the amount of \$10,802.50; (3) defendant Jordan Green in the amount of \$10,802.50; (4) defendant Jeffrey Conway in the amount of \$10,802.50; and (5) defendant James May in the amount of \$10,802.50. Bungie may tax costs in the manner set forth in Local Civil Rule 54(d).

Phoenix Digital Group LLC, David Schaefer, Jordan Green, Jeffrey Conway, and James May (collectively the “Defendants”) are ORDERED to pay prejudgment interest to Bungie on the amounts owed from June 15,

2021, the date this case was filed, through the date of this Judgment at the rate allowed under 28 U.S.C. § 1961.

Defendants are ORDERED to pay Bungie post judgment interest on the amounts owed from the date of this Judgment through the date of final payment at the rate allowed under 28 U.S.C. § 1961.

Defendants are ORDERED to destroy all copies of *Destiny 2*, *Destiny 2: Beyond Light*, or any derivative work thereof in their possession or control.

In addition, Defendants and their officers, agents, representatives, servants, employees, heirs, successors, assigns, parent entities, subsidiaries, officers, directors, members, shareholders, distributors, affiliates and all other persons, who are in active concert or participation with Defendants are hereby permanently enjoined from:

(1) Infringing, inducing, or enabling others to infringe Bungie's copyrighted works;

(2) Creating, writing, developing, advertising, promoting, and/or offering for sale or otherwise any software that infringes Bungie's copyrighted works; and

(3) Aiding or assisting another person or entity in any of the activities described in (1) and (2).

BINDING EFFECT

IT IS FURTHER ORDERED that this Permanent Injunction shall be binding upon and inure to the benefit of the parties and their officers, agents, representatives, servants, employees, heirs, successors, assigns, parent entities, subsidiaries, officers, directors, members, shareholders, distributors, affiliates, and all other persons who are in active concert or participation with anyone described herein, who receive actual notice of this Permanent Injunction by personal service or otherwise.

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